



Health Services
LOS ANGELES COUNTY

**Los Angeles County
Board of Supervisors**

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

William Loos, MD
Acting Senior Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.ladhs.org

*To improve health
through leadership,
service and education.*



www.ladhs.org

December 19, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF SOLE SOURCE AGREEMENT WITH
CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE
FOR ELDER ABUSE SCREENING AND INTERVENTION
COMMUNITY OUTREACH SERVICES
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to execute a sole source Agreement, substantially similar to Exhibit I, with Charles R. Drew University of Medicine and Science for the provision of elder abuse screening and intervention community outreach services for Martin Luther King, Jr./Drew Medical Center, following review and approval by County Counsel, effective the date of Board approval through June 30, 2007, for a total maximum obligation of \$229,522.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to sign a sole source agreement with Charles R. Drew University of Medicine and Science (Drew University) for the provision of elder abuse screening and intervention community outreach services for Martin Luther King, Jr./Drew Medical Center (KDMC), effective the date of Board approval through June 30, 2007.

Approval of the sole source agreement will allow the provision of specialized elder abuse services with the implementation of the Elder Abuse Screening and Intervention Community Outreach (EASICO) project which will provide adult protective services by incorporating a culturally appropriate, multi-disciplinary, hospital based elder/dependent adult abuse assessment intervention and treatment program at KDMC.

The program requires specialized services that Drew University is able to provide, such as community outreach, media campaigns to increase the awareness of elder abuse, education, training, transportation and the building of university-community partnerships which are designed to bridge the service gaps that exist between researchers and professionals in the field of aging. Drew University is the best positioned to provide these services given their previous experience with this program from 2000 through 2005.

Board approval of the recommended action will allow the Department of Health Services (DHS or Department) to provide these specialized services to elders and dependent adults who are the residents of South and Southwest Los Angeles County.

FISCAL IMPACT/FINANCING:

The total maximum obligation for the sole source agreement with Drew University for the period, effective the date of Board approval through June 30, 2007, is \$229,522. The program is offset 100% by the Adult Protective Services/Elder Abuse Program (APS/EAP) funding allocated from the Los Angeles County Department of Community and Senior Services (CSS). Funding for this agreement is included in KDMC's Fiscal Year (FY) 2006-07 Final Budget.

Payment under this agreement will be based on a fee-for-service billing structure.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The increasing aging of the population has led to the most significant demographic shift in history. From 1999 to 2050, the world population aged 65 and above is expected to triple. Older adults from ethnic and minority communities are often at risk of being targets for a wide range of abuse and these minority groups are often under-represented recognizing and reporting abuse, exploitation and neglect.

To address this need, the EASICO project was implemented to prevent abuse, neglect and the exploitation of elders and dependent adults by raising the public and professional awareness of the prevalence and various forms of elder abuse within the targeted communities of South and Southwest Los Angeles.

The program is designed to provide training, education and outreach services by the clinical and academic faculty at Drew University, Division of Geriatrics, which serves as primary care providers to many frail, urban minority elders of multiple ethnic, cultural and social backgrounds. Additionally, the program is structured to develop university-community partnerships that bridge the communication and service gaps that exist between researchers, professionals and para-professionals in the field of aging, thereby reducing the risk of elder abuse among multi-ethnic and multi-cultural seniors.

Historically, on April 20, 1999, the Board approved a four-year plan funded and submitted by CSS to establish a hospital based multi-disciplinary elder/dependent adult medical assessment program at KDMC.

On November 14, 2000, the Board approved a sole source Agreement with Drew University for the provision of specialized consultant and transportation services to APS/EAP clients residing in the Southwest areas of Los Angeles. The term of the sole source agreement was November 14, 2000 through June 30, 2003.

On June 17, 2003 and October 21, 2003, the Board adopted Amendment Nos. 1 and 2 which extended the contract term through June 30, 2004 and also authorized the provision of taxi voucher services to the existing transportation service program.

On June 29, 2004, the Board adopted Amendment No. 3 which extended the contract term through June 30, 2005.

The contract term of the agreement and the provision of services were not continued beyond June 30, 2005.

Approval of the recommended sole source agreement, effective the date of Board approval through June 30, 2007, will reinstate the provision of specialized elder abuse screening and community outreach intervention services that Drew University to the seniors 65 years of age and older, and dependent adults to target communities in the South and Southwest areas of Los Angeles County.

The agreement includes the latest Board mandated language.

The County may terminate the agreement upon a 30-day advance written notice to Contractor, and Contractor may terminate the agreement upon a 60-day advance written notice to the County.

Attachment A provides additional information.

County Counsel has approved the sole source agreement (Exhibit I) as to use and form.

CONTRACTING PROCESS

The recommended sole source agreement with Drew University is necessary to implement the provision of services that requires specialized services that Drew University is able to provide, such as community outreach, media campaigns to increase the awareness of elder abuse, education, training, transportation and the building of university-community partnerships.

An open competitive solicitation process was not conducted because the provision of these services required an experienced facility currently involved with elder abuse screening and intervention services to the South and Southwest communities of Los Angeles. Since the geriatrics program at Drew University serves as the primary care provider to many frail, urban minority elders of multiple ethnic, cultural and social backgrounds who primarily reside in South Los Angeles, this facility was the best positioned to provide these services given their previous experience with this program from 2000 through 2005. Therefore, the Department recommends approval of this sole source agreement with Drew University.

The Department has determined that these services do fall under the Proposition A guidelines, however, the agreement and the provision of these services are temporary and the program requires specialized services that the County is unable to provide.

If a determination is made to conduct an open competitive solicitation, the solicitation will be advertised on the Los Angeles County Online website.

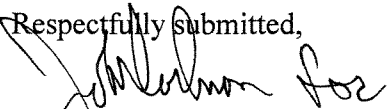
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the sole source agreement will allow the reinstatement of the provision of elder abuse screening and intervention services to the South and Southwest communities of Los Angeles.

The Honorable Board of Supervisors
December 19, 2006
Page 4

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bruce A. Chernof", is written over the typed name and title.

Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:ks

ELDERABUSE KING-DREW.KS.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT1. TYPE OF SERVICE:

Specialized services for the Adult Protective Services/Elder Abuse Screening and Intervention Program for abused, neglected and exploited elders who reside within the south and southwest areas of Los Angeles County.

2. AGENCY NAME AND CONTACT PERSON:

Charles R. Drew University of Medicine and Science
1731 East 120th Street
Los Angeles, California 90059
Attention: Ron Lau, Vice President/Chief Financial Officer
Telephone: (323) 563-5820
Fax: (323) 563-1953

3. TERM:

The term of this sole source agreement is effective on the date of Board approval through June 30, 2007.

4. FINANCIAL INFORMATION:

The total maximum obligation for the sole source agreement with Drew University for the period, effective the date of Board approval through June 30, 2007, is \$229,522. The program is offset 100% by the Adult Protective Services/Elder Abuse Program (APS/EAP) funding allocated from the Los Angeles County Department of Community and Senior Services (CSS). Funding for this agreement is included in KDMC's Fiscal Year (FY) 2006-07 Final Budget.

5. GEOGRAPHIC AREA SERVED:

South and Southwest Los Angeles.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Antionette Smith Epps, Chief Executive Officer, Martin Luther King, Jr./Drew Medical Center

7. APPROVALS:

Martin Luther King, Jr./Drew Medical Center: Antionette Smith Epps, CEO

Contract Administration: Cara O'Neill, Division Chief

County Counsel (approval as to form): Sharon A. Reichman, Principal Deputy County Counsel

CONTRACT _____

**ELDER ABUSE SCREENING AND INTERVENTION
COMMUNITY OUTREACH SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2006,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CHARLES R. DREW
UNIVERSITY OF MEDICINE
AND SCIENCE (hereafter
"CONTRACTOR").

WHEREAS, pursuant to Sections 1441 and 1445 of the
California Health and Safety Code, County has established and
operates, through its Department of Health Services (hereafter
"DHS"), various County hospitals, comprehensive health centers
and various acute care hospital facilities, including Martin
Luther King, Jr./Drew Medical Center, located at 12021 South
Wilmington Avenue, Los Angeles, California 90059 (hereafter
"Medical Facility"), and

WHEREAS, Contractor has significant expertise and
background in the coordination, development and implementation of
providing Contractor services as described hereunder and
possesses the competence, expertise, and personnel required to
provide such services; and

WHEREAS, Contractor is duly licensed and certified under
the laws of the State of California to engage in the business of

providing Contractor services as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, County's Department of Health Services finds that the services cannot be performed adequately by civil service employees and it is difficult to recruit such personnel to perform such services for the period of time such services are needed by the County; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follow:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence upon date of Board approval, and shall continue in full force and effect to and including June 30, 2007 unless terminated sooner pursuant to the terms of this Agreement.

Except as otherwise set forth below, this Agreement may be terminated at any time by the County, with or without cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the Contractor.

County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its physician affiliates, fail

to comply with the terms of this Agreement, or fail to carry out any directions issued within a reasonable time or on behalf of County issued pursuant to this Agreement.

B. County may also terminate this Agreement immediately if County has reasonable justification to believe that Contractor, its physician affiliates or its principals, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County shall provide a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination", or upon the date specified in the Notice, whichever is later.

County's failure to exercise its rights of termination shall not constitute waiver of such rights, and the same may be exercised at any subsequent time.

This Agreement may be terminated at any time by the Contractor, with or without cause, upon the giving of at least sixty (60) calendar days' advance written notice thereof to the County.

2. DESCRIPTION OF SERVICES: Contractor shall provide professional services in support of the Martin Luther King, Jr./Drew Medical Center Elder/Dependent Adult Abuse Assessment and Intervention Program as described in Exhibits A, and A-1 attached hereto and incorporated herein by reference, and as described in Exhibit B, and Schedule 1, attached hereto and

incorporated herein by reference, at the County, Medical Center in the manner and form as described in the body of this Agreement.

3. MAXIMUM OBLIGATION: During the period date of Board approval through June 30, 2007, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Twenty Nine Thousand, Five Hundred Twenty Two Dollars (\$229,522).

4. BILLING AND PAYMENT FEE SCHEDULE: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees schedule set forth in Exhibit B, Schedule 1, (County's Billing and Payment Rates), attached hereto and incorporated herein by reference, on billing forms provided by County. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made. County shall pay Contractor within thirty (30) days following receipt of a complete and correct billing as provided in Exhibit B (Billing and Payment Fee Schedule), or provide an itemized statement of its objections to all or any portion of such bill, as determined by County.

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:
Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each

such future fiscal year. In the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non allocation of funds at the earliest possible date.

6. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor.

7. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor or as between County and Contractor-provided physician affiliates. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees and physician affiliates all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or Federal, State, and local

taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor or Contractor's physician affiliates, as appropriate, shall bear the sole responsibility and liability for any and all workers' compensation benefits as a result of injuries arising from or connected with services performed by said physician affiliate pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor providing services under this Agreement. A copy of such written notice shall be retained by the Contractor for the purposes of inspection and audit and made available to County upon request. The form and content of such acknowledgment shall be Exhibit D (Employee's Acknowledgment of Employer), attached hereto and incorporated herein by reference.

8. INDEMNIFICATION:

A. Contractor shall indemnify, defend, and hold harmless County, and its Special Districts, elected and

appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. County shall indemnify, defend, and hold harmless Contractor, and its shareholders, directors, officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence satisfactory to County shall be delivered to

County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims

administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County that would be allowable as damages under California law, Contractor shall pay full compensation for all such costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor

insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Workers Compensation and Employer's Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

C. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon expiration or

earlier termination or cancellation of this Agreement.

11. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions contained therein are part of this Agreement.

12. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days prior written notice to the other.

A. Notices to County shall be addressed as follows:

Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor - East
Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

Charles R. Drew University of Medicine and Science
1731 East 120th Street
Los Angeles, California 90059

Attention: Thomas Yoshikawa, M.D. Provost-COO/Acting
President

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this AGREEMENT to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE

By _____
Signature

Print Name

Title: _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL

Principal Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill
Chief, Contracts and Grants

AGREE.DREW.ELDR/ABUSE.KS.09/06

Exhibit A

DESCRIPTION OF SERVICES

ELDER/DEPENDENT ADULT ABUSE ASSESSMENT AND INTERVENTION PROGRAM

1. DEFINITION: Elder/Dependent Adult Abuse Assessment and Intervention Program was implemented to enhance adult protective services by incorporating a culturally appropriate, multi disciplinary, hospital based elder/dependent adult abuse assessment, intervention and treatment program at Martin Luther King, Jr./Drew Medical Center. Domestic elder/dependent adult abuse generally refers to any of several forms of maltreatment of an older or dependent adult by someone who has a special relationship with the elder i.e., a spouse, a sibling, a child, a friend, or a care giver. The forms of abuse include physical abuse, sexual abuse, emotional or psychological abuse, neglect, abandonment, fiduciary (financial or material exploitation), undue influence, and self-neglect. Through effective implementation of this program, the objective is to bridge the communication and service gap that exists between researchers, professionals, and para-professionals in the field of aging, thereby reducing the risk of elder abuse, exploitation and neglect among multi-ethnic and multi-cultural seniors residing in the South Los Angeles community.

2. PERSONS TO BE SERVED: The Division of Geriatrics will coordinate different disciplines to provide services to abused, neglected and exploited elders age 65 and over and dependent adults age 18-64 who reside within the County of Los Angeles.

3. SERVICE DELIVERY SITE(S): The facilities where Contractor will provide services hereunder are located at 1720 East 118th Street, Los Angeles, California, 90059; Martin Luther King, Jr./Drew Medical Center, 12021 South Wilmington Avenue, Los Angeles, California, 90059 and other designated community facilities in South Central and Southwest Los Angeles.

4. COUNTY'S MAXIMUM OBLIGATION: During the period of date of Board approval through June 30, 2007, that portion of County's maximum obligation which is allocated under this Exhibit A for elder/dependent adult abuse assessment and intervention services shall not exceed Two Hundred Twenty Nine Thousand, Five Hundred Twenty Two Dollars (\$229,522).

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for service rates as set forth in Schedule 1. Such rates are all inclusive and include reimbursement for all services hereunder.

6. SERVICES TO BE PROVIDED: Contractor shall provide consultation and other services as part of the multi-disciplinary Gatekeeper Abuse Assessment and Prevention (GAAP) project that consists of a two-tiered approach to prevent elder abuse, exploitation and neglect by raising professional and public awareness of the prevalence and various forms of elder abuse. Services to be provided shall include, but shall not be limited to:

A. Training, education, community outreach and multi-media services provided by clinical and academic faculty at Charles R. Drew University of Medicine and Science, Division of Geriatrics,

B. Development of university/community partnerships and outreach activities.

C. Professional Services: Contractor shall provide and facilitate the provision of the following services:

(1) Provide training, education and services that raise professional and public awareness of the prevalence and many forms of elder abuse, exploitation and neglect.

(2) Form University-Community partnerships to reduce

the risk of elder abuse among the isolated and community dwelling seniors residing in the culturally diverse community of South Central Los Angeles.

(3) Develop media and advertising campaigns that focus on elder abuse prevention through education and awareness.

(4) Incorporate diverse approaches to reach targeted audiences of African American and Hispanic elderly through media messages by developing bilingual/bicultural radio and print messages.

(5) Broaden the scope of existing professional and public awareness campaigns by targeting media venues providing services primarily to African-American, Hispanic and low income elderly populations by utilizing radio public service announcements with:

- a) Local community and faith-based print media
- b) ethnic radio and programs gospel music programs
- c) direct mail messages
- d) Congregate meal sites
- e) multi-purpose senior centers.

(6) Development and distribution of a training video

with version in both English and Spanish.

(7) Develop quarterly advertisements for use in various venues which include radio and print media.

(8) Provide community education about elder abuse incorporated into health promotion disease prevention screenings at six (6) local senior centers.

(9) Provide education and training follow-up via direct mail messages to individual homes of seniors which have identified cases of abuse or who are at risk for abuse.

(10) Function as part of a multi-disciplinary, multi-cultural team consisting of the following classifications:

Geriatrician

Gero-psychiatrist (part-time)

Nurse

Social Worker

Three (3) Community Health Workers

Consultants

Pharmacist (part-time)

Pharmacy Technician (part-time)

Dietician (part-time)

(11) Develop an educational and training program

focusing on prevalence, recognition, types and characteristics of elder abuse, exploitation, neglect, screening, assessment and documentation of elder abuse.

(12) Provide cross-training opportunities to other abuse prevention professionals to the Domestic Violence Program Staff (University of Southern California) and the Adult Protective Services staff (Los Angeles County).

(13) Provide comprehensive interdisciplinary elder abuse assessments and services in the homes of isolated seniors and other seniors within the target populations of South Central Los Angeles.

(14) Develop and build university/community partnerships to improve the provision of accessible, appropriate, culturally sensitive services. The target agencies will include:

Los Angeles Adult Protective Services

Local Area Agency on Aging

Los Angeles County Department of Health Services

Los Angeles County Department of Mental Health

Multipurpose Center and senior residence complexes

Law enforcement and financial institution agencies

Local churches

Caregiver support groups

Home Health Agencies

(15) Coordinate a multi-ethnic, multi-cultural, interagency task force to obtain the needs assessment of university/community partners.

(16) Design a plan for service delivery based on needs of university/community partners and provide university/community partners with education, training services as well as on-going support

(17) Develop a research database to include identification and categorization of abuse, exploitation and neglect among primarily the African American and Hispanic elderly population residing in the South Central Los Angeles community.

(18) Contractor shall purchase all necessary office equipment and supplies to implement outreach services according to the billing and payment fee schedule/budget, attached as Schedule 1.

**EXHIBIT A-1
 SCOPE OF WORK**

The Contractor shall achieve the following goals and objectives. Objectives, implementation and evaluation activities are to be completed according to the stated timelines and are to be documented as specified.

Goal 1: Contractor will raise professional and public awareness of the prevalence and many forms of elder abuse, exploitation and neglect.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0: Develop media and campaigns focusing on elder abuse prevention through education and awareness. 1.1 Incorporate diverse approaches to reach target audiences of African American and Hispanic elderly through media messages by developing bilingual/bi-cultural radio and print messages. 1.2 Broaden the scope of existing professional and public awareness campaigns by targeting media venues providing services primarily to African-American, Hispanic and low income elderly via: -radio public service announcements -local community and faith-based print media -ethnic radio and programs -gospel music programs -direct mail messages -Congregate meal sites -multi-purpose senior centers	1.0: Development and distribution of a training video (English and Spanish version) 1.1: Develop quarterly advertisements in various venues (radio & print media). 1.2: Provide Community education about elder abuse incorporated into health promotion disease prevention screenings at six (6) local senior centers. Education and training follow-up via direct mail messages to individual homes of seniors identified as at risk for abuse.	Ongoing date of Board approval through June 2007	1.0: Documents will be kept on file and activity progress documented monthly. 1.1: “ 1.2: “

**EXHIBIT A-1
 SCOPE OF WORK**

The Contractor shall achieve the following goals and objectives. Objectives, implementation and evaluation activities are to be completed according to the stated timelines and are to be documented as specified.

Goal 1: Contractor will raise professional and public awareness of the prevalence and many forms of elder abuse, exploitation and neglect.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.4: Development and distribution of a training video in both English and Spanish versions.</p> <p>Quarterly advertisement in various venues (radio & print media).</p> <p>Community education about elder abuse incorporated into health promotion disease prevention screening workshops at six (6) local senior centers.</p> <p>Education and training follow-up via direct mail messages to individual homes of seniors identified to be abused or at risk for abuse.</p>	<p>1.4 Launch prevention and awareness multi-media campaigns incorporating diverse approaches to reach targeted culturally diverse communities, community leaders, professionals and para-professional in the aging field.</p> <p>Develop elder abuse training videos, one (1) English and one (1) Spanish version.</p> <p>Distribute training videos (20 videos in English and 20 in Spanish) to community partners who deliver services to the elderly.</p> <p>Advertise in various venues (radio & print media) to reach a minimum of 10,000 seniors annually.</p> <p>Provide community education training about elder abuse incorporated into health promotion disease prevention screening workshops at six (6) local senior centers.</p> <p>Education and training follow-up via direct mail messages to five hundred (500) individual homes of seniors identified to be abused or at risk for abuse.</p>	<p>Ongoing through June 30, 2007.</p>	<p>1.4: Documents will be kept on file and activity progress documented monthly.</p>

**EXHIBIT A-1
 SCOPE OF WORK**

The Contractor shall achieve the following goals and objectives. Objectives, implementation and evaluation activities are to be completed according to the stated timelines and are to be documented as specified.

Goal 2: Contractor will prevent abuse, exploitation, and neglect of the older adult target populations through education, training and service provisions.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.0: Develop a multi-disciplinary, multi-cultural team to include:</p> <ul style="list-style-type: none"> - Geriatrician - Gero-psychiatrist (part-time) - Nurse - Social worker - Three (3) Community health workers - Consultants - Pharmacist (part-time) - Pharmacy technician (part-time) - Dietician (part-time) <p>2.1 . Develop an educational and training program focusing on:</p> <ul style="list-style-type: none"> - Prevalence, recognition, types and characteristics of elder abuse, exploitation and neglect - Ways to prevent elder abuse in culturally diverse communities exploitation and neglect - The legal duty of mandated reporters to report abuse, exploitation and neglect - Barriers to reporting elder abuse, exploitation and neglect - When and how to make an accurate elder abuse report - Physical and Psycho/Social Assessment of elder abuse victims - Interviewing elder abuse victims and perpetrators - Screening, assessment and documentation of elder abuse. 	<p>2.0: Recruit, interview, hire and retain eleven (11) multi-cultural professional personnel to be part of the multi-disciplinary team.</p> <p>Develop one (1) screening tool to uncover elder abuse, exploitation and neglect among culturally diverse populations</p> <p>Develop a series of eight (8) power point slide presentations about elder abuse addressing specific topics per presentation.</p> <p>Provide one 1-hour training on elder abuse and neglect to fifty (50) physicians annually.</p> <p>Provide one 1-hour training on elder abuse and neglect to forty-five (45) physician assistant and/or medical students annually.</p> <p>Provide one 1-hour training on elder abuse and neglect to twenty-five (25) nurse managers annually.</p> <p>Provide one 1-hour training on elder abuse and neglect to twenty-five social workers and community health workers annually.</p> <p>Ongoing participation in education and training of new employees during employee orientation at King/Drew Medical Center.</p> <p>Development of a lecture series with power point presentations focusing on elder abuse screening, prevalence, detection, forensic documentation, reporting and prevention.</p> <p>Annual Grand Round lectures at local hospital, to physician assistant students and/or medical students at local colleges and universities.</p> <p>Annual in-service to nursing staff at local hospital, to social workers and community health workers at local hospital.</p> <p>Annual multi-disciplinary networking conference. Interdisciplinary abuse assessments in the hospital, clinic and/or community.</p>	<p>Ongoing</p>	<p>2.0: Documents will be kept on file and activity progress documented monthly.</p> <p>2.1: “</p>

**EXHIBIT A-1
 SCOPE OF WORK**

The Contractor shall achieve the following goals and objectives. Objectives, implementation and evaluation activities are to be completed according to the stated timelines and are to be documented as specified.

Goal 2: Contractor will prevent abuse, exploitation, and neglect of the older adult target populations through education, training and service provisions.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.2: Improve quality of services and prevent elder abuse by providing education and training opportunities in coordination with APS to mandated reporters targeting:</p> <ul style="list-style-type: none"> -Law enforcement personnel -Banking personnel -Provide cross-training opportunities to other abuse prevention professionals -Domestic violence program staff (University of Southern California) -Adult Protective Services staff (Los Angeles County) -Provide comprehensive interdisciplinary elder abuse assessments and services in the homes of isolated and community dwelling seniors -Develop and implement culturally appropriate coordinated care plans and interventions for abuse victims and their families/caregivers <p>Medication review and medication delivery for homebound seniors at risk.</p>	<p>2.2: Host one (1) Training of Trainers Workshop for law enforcement personnel and provide culturally sensitive training materials including: abuse screening tool, PowerPoint presentations and training videos to all participants.</p> <p>Host one (1) Training of Trainers Workshop for banking personnel and provide culturally sensitive training materials including: abuse screening tools, PowerPoint presentations and training videos to all participants.</p> <p>Review medications for risk of polypharmacy for one hundred (100) isolated, community dwelling seniors annually.</p> <p>Provide education of safe use of drugs in the elderly to one hundred (100) isolated homebound seniors annually.</p> <p>Deliver medications to one hundred (100) isolated community dwelling seniors annually.</p> <p>Develop and implement one hundred (100) multi-disciplinary integrated care plans for isolated community dwelling seniors annually.</p> <p>Provide two hundred fifty (250) community based interdisciplinary abuse focused physical and psychosocial screening assessments and intervention services to seniors at home, at senior citizen centers and community health fairs annually.</p>	Ongoing	<p>2.2: Documents will be kept on file and activity progress documented monthly.</p> <p>2.3</p> <p>“</p>
<p>2.3 Transportation services for abused and at-risk seniors to clinic visits.</p>	<p>2.3 Provide transportation for two hundred fifty (250) round trip fares to seniors at risk for abuse to clinic appointments.</p>		

**EXHIBIT A-1
 SCOPE OF WORK**

The Contractor shall achieve the following goals and objectives. Objectives, implementation and evaluation activities are to be completed according to the stated timelines and are to be documented as specified.

Goal 3: Contractor will form University & Community partnerships to reduce the risk of elder abuse among the isolated and local community seniors within the targeted populations of South Los Angeles.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>3.0: Build university-community partnerships to improve provision of accessible, appropriate, culturally sensitive services. The target agencies will include:</p> <ul style="list-style-type: none"> -Los Angeles Adult Protective Services -Local Area Agency on Aging -Los Angeles County Department of Health Services -Los Angeles County Department of Mental Health -Multipurpose Center and senior residence complexes -Law enforcement and financial institution agencies -Local churches -Caregiver support groups -Home Health Agencies 	<p>3.0: Project will implement the following services:</p> <p>Establish partnerships through a participation agreement to provide education, training and/or services to targeted agencies serving seniors.</p> <p>Develop an interagency task force and host semi-annual task force meetings.</p> <p>Coordinate outreach activities and participate in health fairs (semi-annually) of participating partners.</p> <p>Develop and coordinate focus group to develop needs assessment of the community.</p> <p>Establish ten (10) culturally diverse hospital & university - community partnerships to bridge interagency communication and service gaps, and improve provision of accessible, appropriate, culturally sensitive services.</p>	<p>Ongoing</p>	<p>3.0: Documents will be kept on file and activity progress documented monthly.</p> <p>3.1 “</p>
<p>3.1 Build a multi-ethnic, multi-cultural, interagency task force to obtain needs assessment of university-community partners.</p> <p>Design a plan for service delivery based on needs of university-community partners.</p> <p>Provide university-community partners with education, training services as well as on-going support.</p> <p>Coordinate and provide outreach activities to the target audience of social and family networks of older adults, including friends, neighbors, adult children and other relatives.</p>	<p>3.1 Develop one (1) interagency taskforce which includes ethnically and culturally diverse members from various service professions, such as community advocates, District Attorney's office, law enforcement agencies, financial institutions, medical and mental health care providers, social workers, nurses, clergy and volunteers.</p> <p>Conduct focus groups to identify needs and gaps in service provision of university-community partners.</p> <p>Participate in two (2) annual health fairs for hospital-community partners and provide health promotion, disease prevention services and elder abuse education.</p>		

EXHIBIT B

BILLING, PAYMENT AND SCHEDULE OF RATES

ELDER/DEPENDENT ADULT ABUSE ASSESSMENT AND INTERVENTION PROGRAM

1. BILLING AND PAYMENT: Contractor shall receive compensation in accordance with a stated schedule of fees and payments for all services required in the manner listed in Schedule 1 of this Agreement.

The sole compensation to Contractor as a provider of Contractor Services to County for services provided hereunder shall be as follows:

A. Contractor's staff listed in Schedule 1 will be compensated by County at a rate not to exceed \$40.00 per hour for Public Relations services, \$40.00 per hour for Pharmacy services, \$20 per hour for Pharmacy Technical services, \$40 per hour for Dietary services, \$50 per hour for Community Liaison/Gerontologist services, and \$50 per hour for Social Work services for the performance of this Agreement, and for Contractor services provided by Charles R. Drew University Medicine and Science.

County will also pay Contractor's travel and miscellaneous expenses, including, but not limited to,

reasonable travel, meals and lodging. Such travel and miscellaneous expenses will be reimbursed according to County's Travel and Reimbursement Policy, as set forth on Schedule 1, attached hereto and incorporated herein by reference for work performed in conjunction with Exhibit A, "Description of Services" and Exhibit A-1, "Scope of Work". Travel and miscellaneous expenses are included in County's maximum obligation for professional fees. Contractor shall submit an invoice, together with all supporting detail, to County monthly, in arrears, for services rendered and travel and miscellaneous expenses incurred. All invoices submitted by Contractor for payment must have the written approval of Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

B. Contractor's Staff: The Contractor's staff is comprised of the classifications authorized to perform services under this Agreement.

Elder/Dependent Adult Abuse Assessment and Intervention Program
Billing and Payment Rates
Schedule 1

<u>Classification</u>	<u>Hourly Rate</u>	<u>Hours Per Year</u>	<u>Total Per Year</u>
Public Relations Manager	\$40	100	\$4,000
Community Liaison/ Gerontologist	\$50	416	\$20,800
Pharmacist	\$40	250	\$10,000
Pharmacy Technician	\$20	500	\$10,000
Dietician	\$40	150	\$6,000
Social Worker	\$50	200	\$10,000
Nurse Practitioner/Physician Assistant	\$35	Full Time	\$70,871
Administrative Assistant	\$17	Full Time	\$45,897
Licensed Vocational Nurse	Part Time	12 Hours Per Week	<u>\$12,149</u>
Total:			\$189,717

Other expenses:

Supplies: \$11,503

Item	Estimated cost
Desktop Computer	\$850
Laptop computer	\$1500
Statistical software	\$500
Printer	\$650
Paper	\$500
Postage	\$1,000
Blank DVD	\$500
Toners	\$600
Software	\$500
Miscellaneous research expenses	\$4,903
Total	\$11,503

Miscellaneous Charges: \$11,300

Studio Rental	\$3,000
Videotaping equipment rental	\$2,000
Actors, extras, camera man, editing, etc.	\$6,300
Total	\$11,300

Administrative cost: 8% \$17,002
(utilities, office space, etc)

TOTAL CONTRACT COST: **\$229,522**

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
ELDER/DEPENDENT ADULT ABUSE ASSESSMENT
AND INTERVENTION PROGRAM SERVICES AGREEMENT

AddProv. w/EldAbuse
Revised 11/06

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Page</u>
1. ADMINISTRATION	1
2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE	1
3. NONDISCRIMINATION IN SERVICES	3
4. NONDISCRIMINATION IN EMPLOYMENT	5
5. FAIR LABOR STANDARDS ACT	8
6. EMPLOYMENT ELIGIBILITY VERIFICATION	8
7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT	9
8. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT	9
9. RECORDS AND AUDITS	10
10. REPORTS	18
11. ANNUAL COST REPORT	19
12. PUBLIC ANNOUNCEMENTS AND LITERATURE	20
13. CONFIDENTIALITY	22
14. RESTRICTIONS ON LOBBYING	23
15. UNLAWFUL SOLICITATION	23
16. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION	24
17. SUBCONTRACTING	26
18. BOARD OF DIRECTORS	27
19. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	28

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Page</u>
20. COMPLIANCE WITH APPLICABLE LAW	29
21. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS	29
22. CONFLICT OF INTEREST	30
23. PURCHASES	31
24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS	34
25. RETURN OF COUNTY MATERIALS	35
26. STAFFING	35
27. TRAINING/STAFF DEVELOPMENT	36
28. INDEPENDENT CONTRACTOR STATUS	36
29. TERMINATION FOR INSOLVENCY	38
30. TERMINATION FOR DEFAULT	39
31. TERMINATION FOR CONVENIENCE	40
32. TERMINATION FOR IMPROPER CONSIDERATION	44
33. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE	45
34. NOTICE OF DELAYS	45
35. AUTHORIZATION WARRANTY	45
36. CONSTRUCTION	45
37. WAIVER	45
38. SEVERABILITY	46
39. GOVERNING LAWS	46
40. JURISDICTION AND VENUE	46
41. RESOLICITATION OF BIDS OR PROPOSALS	46

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Page</u>
42. NONEXCLUSIVITY	47
43. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER	47
44. COUNTY'S QUALITY ASSURANCE PLAN	48
45. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	48
46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	49
47. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	50
48. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	51
49. CONTRACTOR RESPONSIBILITY AND DEBARMENT	51
50. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	55
51. RULES AND REGULATIONS	56
52. COVENANT AGAINST CONTINGENT FEES	56
53. PURCHASING RECYCLED-CONTENT BOND PAPER	57
54. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	57
55. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT	60
56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	60
57. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	61
58. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	61

**ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
ELDER ABUSE SCREENING AND INTERVENTION
COMMUNITY OUTREACH SERVICES AGREEMENT**

1. ADMINISTRATION: County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Contracts and Grants, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify Contracts and Grants in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national

origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Martin Luther King, Jr./Drew Medical Center's Director (hereafter collectively "Facility Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available

and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities

providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its

employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California

Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless

County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

8. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet

Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

9. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of un-emancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized

representatives of federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto and nothing in the Agreement shall be deemed to limit the obligations set forth in this Paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys,

and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program

(4) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance, and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained.

(6) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by

the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total worktime on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(7) Personnel records which account for the total worktime of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall

be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor

shall file a copy of each such audit report(s) with the County's Department of Health Services ("DHS") Contracts and Grants Section, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DHS - no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may

withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's workpapers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any

subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to

County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

10. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

11. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DHS - one (1) original and one (1) copy of an annual cost report within thirty (30) calendar days following the close

of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within thirty (30) calendar days after such termination date to County's DHS. .

C. The primary objective of the annual cost report shall be to provide County with actual revenue and expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County.

12. PUBLIC ANNOUNCEMENTS AND LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director or his/her designee prior to its publication, printing,

duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services, and other applicable funding sources.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not

limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

13. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

14. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

Because federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

15. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing

with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

16. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegate or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegate or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction of claims

which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County's Board of Supervisors in accordance with applicable provisions of this Agreement.

Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities,

obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

17. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by County's Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which

must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

18. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described

in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

19. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations,

accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DHS - at any time during the term of this Agreement

20. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, ordinances, regulations, rules, or directives.

21. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS:

Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5) years from the expiration or earlier termination of this Agreement.

During such period, as well as during the term of this Agreement, Director or, the State Department of Managed Health

Care or both, reserve the right to inspect at reasonable times upon demand, Contractor's books and records relating to: (1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Director, and to the State Department of Managed Health Care as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

22. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or

economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

23. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and

supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact , Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to

and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

25. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

26. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute

and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

27. TRAINING/STAFF DEVELOPMENT: Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

28. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other

compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement. A copy of such written notice shall be retained by the Contractor for the purposes of inspection and audit and made available to County upon request. The form and content of such acknowledgment shall be substantially similar to the form entitled "EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER", attached hereto and incorporated herein by reference.

29. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

30. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgement of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgement of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs

incurred by County, as determined by County, for such similar services

C. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

31. TERMINATION FOR CONVENIENCE: This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance

of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

1. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or

referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

2. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

3. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

4. Notwithstanding the provisions of any other Paragraph of this Agreement or Additional Provision, provide to County's within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

a. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its

termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

32. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

33. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

34. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

35. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

36. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

37. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other

breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

38. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

39. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

40. JURISDICTION AND VENUE: Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

41. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier

termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

42. NON-EXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

43. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities

they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

44. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

45. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who

benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act {(42 USC Section 653a)} and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 "CONTRACTOR'S CHILD WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM", shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to

County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

47. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

48. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which

generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a non profit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is

presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds

that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of

debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors.

50. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it

or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

51. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

52. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or

selling agencies maintained by Contractor for the porpoise of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

53. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

54. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a

written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the

provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract.

In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

55. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is

set forth herein and is also available on the Internet at www.babysafela.org for printing purposes.

57. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

58. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions

without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

ADD.PROV.ELDR.ABUSE.10/06.KS

EXHIBIT D

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____
(Print)

Copy shall be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's Agreement is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All Contractors and Subcontractors must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date: